

Electronically Recorded

Official Public Records

Tarrant County Texas

2008 Oct 29 01:01 PM

Fee: \$ 20.00

Submitter: SIMPLIFILE

D208409549

2 Pages



Suzanne Henderson

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER

AMENDMENT OF OIL AND GAS LEASE

STATE OF TEXAS }

COUNTY OF TARRANT }

WHEREAS, **B & H Enterprises**, herein after called Lessor, heretofore executed an unrecorded Oil and Gas Lease, dated January 10, 2007, to **David H. Arrington Oil & Gas, Inc.**, Lessee, herein referred to as "The Lease" recorded by Memorandum of Oil and Gas Lease at Clerk Document No. D207103322, Official Public Records of Tarrant County, Texas, whereby Lessor leased certain lands situated in Tarrant County, Texas, to wit:

4.287 acres, more or less, located in the William Lynn Survey, Abstract 984, Tarrant County, Texas and further being described in that certain Warranty Deed dated February 26, 1999 from Hal Hughes, Trustee to B & H Enterprises and recorded as Instrument Number D199049230 in the Official Public Records of the County Clerk of Tarrant County, Texas.

AND WHEREAS the lease and all rights and privileges thereunder are now owned and held by **XTO Energy Inc.**, a Delaware corporation.

WHEREAS a portion of Paragraph 20 of Exhibit "A" Additional Provisions to The Lease which now states as follows, is hereby deleted:

"For the purpose hereof, the term "well unit" shall mean the proration or spacing unit created for a well capable of producing oil and/or gas or other hydrocarbons in paying quantities as in accordance with the applicable rules and regulations of the Texas Railroad Commission or other government authority having jurisdiction"

NOW THEREFORE, notwithstanding anything to the contrary, it is the desire of the Lessee and Lessor to replace that portion of Paragraph 20 of Exhibit "A" with:

"For the purpose hereof, the term "well unit" shall mean 320 acres plus Ten (10) percent acreage tolerance"

AND, for the consideration received by Lessor on executing The Lease, and the benefits to be derived therefrom and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I, or we, the undersigned, jointly and severally, do hereby adopt, ratify and confirm The Lease, and all of its provisions, except as herein modified and amended, and do hereby grant, lease, and let to the Lessee therein or its successors and assigns, any and all interest which I, or we, now have, or may hereafter acquire, either by conveyance, devise, inheritance or operation of laws, and whether vested, expectant, contingent or future, in and to the lands described therein, in accordance with each and all of the provisions contained in The Lease and as amended hereby, and the undersigned hereby declare that The Lease and all of its provisions, as amended, are binding on the undersigned and is a valid and subsisting Oil and Gas Lease and this agreement shall extend to and be binding upon the heirs, executors, administrators, successors, and assigns of each of the undersigned.

D208409549

IN WITNESS WHEREOF, this instrument is executed by the undersigned Lessor on the respective date of acknowledgment below, but is effective as of the date of January 10, 2007, date of "The Lease".

LESSOR:

B & H Enterprises

By: R. E. Sweeney
R. E. Sweeney, Partner

Address: P. O. Box 1921
Fort Worth, Texas 76101

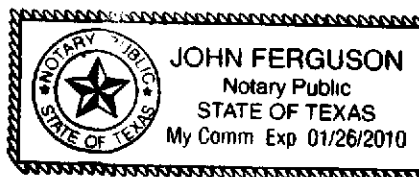
ACKNOWLEDGMENT

STATE OF TEXAS }

COUNTY OF TARRANT }

This instrument was acknowledged before me on the 27th day of October, 2008 by R. E. Sweeney, Partner of B & H Enterprises.

John Ferguson
Notary Public, State of Texas



Return to: Bryson G. Kuba
6127 Green Jacket Dr.
Apt. # 1125
Fort Worth, TX 76137